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February 21, 2020

VIA ELECTRONIC FILING

Clerk, Court of Appeals
District of Columbia Circuit
333 Constitution Avenue, N.W.
Washington, DC 20001-2866

Re: *International Longshore & Warehouse Union v. National Labor Relations Board, International Association of Machinists and Aerospace Workers, AFL-CIO*
Case No. 18-1124, consolidated with 18-1168
Citation to Supplemental Authority Pursuant to F.R.A.P. Rule 28(j)
***Stein, Inc.*, 369 N.L.R.B. No. 11 (Jan. 28, 2020)**

Dear Clerk:

The purpose of this letter is to bring to the Court's attention the recent Decision of the National Labor Relations Board referenced above.

The Board relied, in part, on its Decision pending in this case, *Ports America Outer Harbor*, 366 N.L.R.B. No. 76 (2018), in which it found that a *Burns* successor unlawfully recognized the ILWU and unlawfully imposed new conditions of employment, including a union security clause.

The Board, however, in that case, *Stein, Inc.*, 369 N.L.R.B. No. 11, slip op. at 3-4, found that the employer could unilaterally set the initial conditions of employment. That issue is not present in the case before this Court. Because the employers have made the employees whole for lost wages and benefits through a settlement agreement, the terms and conditions established by PAOH except union security are not at issue.

What is at issue is the joint and several liability of the ILWU to reimburse the employees for dues and fees paid as a result of the unlawful recognition of the ILWU and the imposition of the union security clause. 366 N.L.R.B. No. 76, slip op. at 16-17.

Stein, Inc., supports enforcement of the Board's Order as to the ILWU.

Sincerely,

/s/ David A. Rosenfeld

David A. Rosenfeld

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cc: See Proof of Service attached

CERTIFICATE OF SERVICE

I am a citizen of the United States and an employee in the County of Alameda, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501.

I hereby certify that on February 21, 2020, I electronically filed the foregoing **Citation to Supplemental Authority Pursuant to F.R.A.P. Rule 28(j)** with the United States Court of Appeals, District of Columbia Circuit, by using the Court's CM/ECF system.

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system.

I certify under penalty of perjury that the above is true and correct. Executed at Alameda, California, on February 21, 2020.

/s/ Katrina Shaw

Katrina Shaw